

Re: Derbydown, Inc. recommendations and Protocols during COVID-19

To: Derbydown Customers,

The Governor of the Pennsylvania and the Pennsylvania Department of Health has put out a Stay at Home Order (hereafter referred to as "Order")

The intent of this Order is to ensure that the maximum number of people self-isolate in their homes, while allowing essential services to continue through the State of Pennsylvania, to slow the spread of COVID-19 to the greatest extent possible.

All individuals currently living within the State of Pennsylvania are ordered to stay at home or at their place of residence except as allowed in the Order. To the extent individuals are using shared or outdoor spaces when outside their residence, they must at all times and as much as reasonably possible, maintain social distancing of at least six feet from any other person, consistent with the Social Distancing Requirements set forth in the Order.

Individuals may leave their residence only to engage in outdoor activity, provided the individuals comply with Social Distancing Requirements, such as, by way of example and without limitation, walking, hiking, running, or biking. Individuals may go to public parks and open outdoor recreation areas. However, public access playgrounds may increase spread of COVID-19, and therefore shall be closed.

**Derbydown, Inc.** (hereafter referred to collectively as "the Stables") **feel that it is in the best interest of both their staff and customers if no customers enter the Stables until the Pennsylvania Department of Health removes the Stay at Home Order. The more people allowed to enter the Stables the greater the risk of being exposed to COVID-19. The Stables are not only concerned with reducing the risk of exposure to COVID-19 but also with the possibility of a rider becoming injured and having to seek treatment from the already overburdened healthcare providers in hospitals and other places where they are actively treating cases of COVID-19**

**However, if a rider would still like to come to the Stables to ride their horse, the following protocols must be followed.**

**Derbydown, Inc. Protocols**

1. In accordance with the Order, all buildings at the Stables, including but not limited to, the indoor arena, the barn and the restrooms are closed to all non-essential employees until further notice.
2. On behalf of myself and/or my child I recognize that the state, municipal and federal governments have put into place certain restrictions, rules and policies with regard to activities outside the home and hereby accept full responsibility and liability for me and my child's violation of any such restrictions, rules and policies and hereby release the undersigned, Derbydown, Inc., Derbydown's management its heirs and employees from

any responsibility, liability or fault for any and all damages whether monetary, physical or psychological as a result of my participation in any equine activity or actions related thereto.

3. Louise Serio will schedule arrival and departure times at the property. Each person must adhere to the schedule to ensure only one or two customers are on the property at any given time. Failure to arrive and depart by the scheduled time will result in a forfeiture of any future access to the property while the Order is in place
4. All minors must be accompanied by a parent or legal guardian who can supervise their riding and if necessary, take them to a medical treatment facility if the minor becomes injured.
5. If any adult rider needs medical attention, we will call an ambulance and will not be able to accompany them to a medical treatment facility.
6. All horses will be tacked up and led out of the barn by a Derbydown, Inc. staff member and handed to the rider. When you are finished riding you will hand the reins to a staff member outside of the barn. Please bring your own Clorox wipes and wipe off your reins before handing to a staff member. No riders are allowed in the barn at any time. If a rider needs any specific equipment, such as boots or helmet, that is currently kept inside the barn, please inform Louise Serio when the ride is scheduled. The rider will be responsible for taking all non-horse tack (boots., helmets, crop etc...) with them from the Stables after their ride is complete.

Sincerely,

Derbydown, Inc.

**Acknowledgement of receipt of recommendations and Protocols**

Print Name of Rider \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_

PARENT/LEGAL GUARDIAN (if Rider is under 18 years old or subject to guardianship)

Print Name \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**WARNING**

**You assume the risk of equine activities pursuant to Pennsylvania law.**

## Release of Liability

The waiver, release and other representations and covenants set forth herein are given in consideration for Derbydown, Inc. and Louise Serio for permitting me and/or my child or ward to ride a horse at Derbydown, Inc (hereafter referred to collectively as “the Stables”).

### Acceptance of Risk; Release; Indemnification.

1. I \_\_\_\_\_, am fully aware and acknowledge the extremely contagious nature of COVID-19 and voluntarily assume the risk that I and/or my child may be exposed to or infected by COVID-19 by entering on the Stables Property and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Further, I understand that there are a number of risks associated with me and/or my child entering on the Stables property, and/or riding a horse during the current COVID-19 pandemic, including without limitation:
  - a. I and/or my child could be **exposed to or contract COVID-19** or become injured which could result in a serious medical condition requiring medical treatment in a hospital or could possibly lead to death; and
  - b. I and/or my child understand that my entry on/to, the Stables involves **Danger and Risk of Injury or Death**; that conditions of horseback riding and horses change from time to time and may become more **Hazardous**, and there is **Inherent Danger** in horses and riding which I appreciate and **Voluntarily Assume** because **I choose to do so**. I have observed horses and riding of the type that I seek to participate in and I have inspected the grounds, horses and equipment provided. I further know that other riders, horses, and participants pose a danger to me, nevertheless, **I voluntarily elect to accept all risks** connected therewith; and
  - c. I and/or my child understand that horses BITE, KICK, FALL DOWN, BUCK, REAR and are UNPREDICTABLE at times, nevertheless, **I voluntarily elect to accept all risks** connected therewith;
2. I understand that the Stables **recommends against** entering the Stables at this time, and I have decided that I wish to enter (and, if applicable, wish for my child to enter) the Stables **against this advice**. I have received and read the April 9, 2020 letter, which includes this paragraph:

**Derbydown, Inc. (hereafter referred to collectively as “the stables”) feels that it is in the best interest of both their staff and customers if no customers enter the Stables until the Pennsylvania Department of Health removes the Stay at Home Order. The more people allowed to enter the Stables the greater the risk of being exposed to COVID-19. The Stables are not only concerned with reducing the risk of exposure to COVID-19 but also with the possibility of a rider becoming injured and having to seek treatment from the already overburdened healthcare providers in hospitals and other places where they are actively treating cases of COVID-19.**

3. I will follow all of the protocols described in the April 9, 2020 letter.
4. I certify that neither I, nor anyone in my household, nor any child that is accompanying me,
  - a. Has tested positive or has been presumed positive for COVID-19 at any time during the past 14 days;
  - b. Has been advised by a healthcare professional to self-quarantine at any time during the past 14 days;
  - c. Has been in close physical contact with someone who has tested positive for COVID-19 or who has been presumed positive for COVID-19, during the past 14 days; or
  - d. Is subject to a quarantine order or a recommendation of a healthcare professional that, in either case, would make it inadvisable or me or my child to ride or to be present at the Stables; or
  - e. Has, within the past 24 hours, exhibited any of the following symptoms: fever of 100.4 or greater, cough, shortness of breath.
5. On behalf of myself and/or my child and our heirs, successors and assigns, I recognize that the state, municipal and federal governments have put into place certain restrictions, rules and policies with regard to activities outside the home and hereby accept and I knowingly and freely, assume all such risks, both known and unknown, relating to my and/or my child's entry to the Stables and/or riding a horse at the Stables, and I hereby forever release, waive, relinquish, and discharge the Stables, along with their officers, agents, owners, employees, or other representatives, and their successors and assigns (collectively, the "Stables' Representatives"), from any and all claims, demands, liabilities, rights, expenses and damages whether monetary, physical or psychological as a result of my participation in any equine activity or actions related thereto, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, (collectively, "Damages") as a result of me and/or my child being permitted on the Stables property and riding a horse, including but not limited to those related to the above described personal Injuries, death, disease or property losses, or any other loss, and including but not limited to claims based on the alleged negligence of any of the Stables' Representatives or any other person. I further promise not to sue the Stables or any of the Stables' Representatives, and agree to indemnify and hold them harmless from any and all Damages resulting from my and/or my child's being permitted on the Stables property and/or riding a horse

**DO NOT SIGN IF YOU HAVE NOT CAREFULLY READ THIS ENTIRE RELEASE OF LIABILITY. BY SIGNING BELOW YOU AGREE TO EVERYTHING IN THIS RELEASE OF LIABILITY.**

**READ CAREFULLY -- BY SIGNING THIS DOCUMENT YOU MAY GIVE UP IMPORTANT LEGAL RIGHTS.**

Print Name of Rider \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_

PARENT/LEGAL GUARDIAN (if Rider is under 18 years old or subject to guardianship)

Print Name \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**WARNING**

**You assume the risk of equine activities pursuant to Pennsylvania Law.**